

REMARKS

Applicants have carefully reviewed the Office Action dated September 19, 2008. In the specification, Applicants have amended a typographical error at line 6 on page 44. Applicants have amended Claim 1 to more clearly point out the present inventive concept. Reconsideration and favorable action is respectfully requested.

The Examiner has rejected Claims 1-2 under 35 U.S.C. § 103(a) as being unpatentable over *Feinleib* in view of *Blackketter*. This rejection is respectfully traversed with respect to the claims as currently presented. The remaining claims have been rejected in view of this combination in addition to the combination with other references. However, Applicants believe that a discussion of the differences or distinctions between *Feinleib* and the currently claimed invention will apply to all of the dependant claims and, as such, the other references combined with *Feinleib* and *Blackketter* will not be discussed.

Applicants believe that there is a fundamental confusion with respect to claim construction and the way in which the *Feinleib* reference is being applied. The claims require that the broadcast is general programming having two components, non-advertising content and associated advertising content that is directed to a general class of consumers. This advertising broadcast is information that is broadcast to the consumer, and embedded within this broadcast is unique information. This unique information is provided to induce the consumer to view the broadcast for later access to a desired advertiser's location on the global communication network through a computer system. The broadcast to the consumer comprises the advertising broadcast with the embedded unique information contained therein. The claims specifically require "such that the embedded unique information is presented to the consumer *in the same manner as the advertising broadcast*." Thus, there is provided to the user a transmission that is transmitted to the consumer that contains advertising and non-advertising content in addition to embedded unique information, all of this in the same transmission. Thereafter, the claim sets forth that the unique information is utilized to access a desired advertiser's location. At least a first portion of the received unique information provides inducement and this inducement, is disposed throughout the advertising broadcast. As such, this can occur at any time during the advertising

broadcast. Then, at least a second portion of the unique information is “associated with the advertising content of the program proximate in time thereto,” such that the second portion is provided at another desired time to allow the user to access a desired advertiser location. However, it is noted that this part of the unique information is associated with the advertising content and is disposed “within” the broadcast proximate to time thereto. Therefore, there must be a program that has advertising content and non-advertising content and there must be a set of unique information that is comprised of an inducement portion and a portion that allows access to be gained to an advertiser’s location wherein that second portion is disposed near the advertising content.

Going to the Examiner’s rejection, the Applicants believe that the Examiner has misinterpreted the *Feinleib* reference in view of the claims. The *Feinleib* reference is a reference that provides synchronizing data streams wherein one data stream constitutes streaming content and the other data stream comprises enhancing content via pre-announced triggers. The summary clearly says that “this invention concerns a client-server architecture that synchronizes streaming content with enhancing content via pre-announced triggers.” Thus, there must be streaming content and enhancing content wherein the enhancing content is synchronized with the pre-announced triggers. First, Applicants present inventive concept states that the program consists of advertising content, non-advertising content and unique information all transmitted in the same manner, i.e., over a common communication channel. Even though the term “common communication channel” is not set forth in the claim, the claim clearly sets forth that the unique information and advertising broadcast are presented to the consumer in the same manner. Clearly, there is no reason to synchronize the two contents, as they are already synchronized in the original transmission. Therefore, they are not two separate streams. The Examiner is reading *Feinleib* by interpreting the term “broadcast program” as being the streaming content in addition to the enhanced content wherein this enhanced content includes advertisements, interactive games and supplemental information, citing paragraph [0032]. Applicants believe that there are actually two different broadcasts; otherwise, there would be no reason to synchronize the two streams. Applicants believe that it is incorrect to state that streaming of two different data streams could constitute a broadcast when the claim clearly sets forth that advertising content, non-advertising content and unique information are transmitted in a broadcast. Otherwise, there

would be no reason to state that the unique information is “embedded” within the broadcast. Clearly, these are two different streams. The Examiner states that the term “embedding in the broadcast unique information” is taught by *Feinleib* since the Examiner indicates that the enhancing content reads on the claimed unique information. However, the unique information, as set forth by the Examiner, contains the advertisement. Clearly, the claim is set forth that the first portion, the inducing portion which is part of the unique information, can be transmitted at any time during the program and, as such, could be transmitted during the advertising portion. This is not consistent with the way *Feinleib* teaches. Further, the Examiner states that *Feinleib* teaches that the upcoming enhancing content may be an advertisement, which seems inconsistent in that the Examiner states that the unique information is comprised of the enhancing content whereas in Applicants’ claim, the advertising content is different than the unique information. Further, the inducement, the first part or portion of the unique information that is transmitted as a part of and embedded with the broadcast program, is used for inducement. The Examiner relies on a logo which is part of the second data stream and which is not even part of the broadcast that is received on a common communication channel. In fact, it is actually run through the browser. Thus, inducement as set forth in *Feinleib* occurs on a completely different channel.

Applicants believe that, in summary, the Examiner has misinterpreted the manner in which *Feinleib* can be applied to the current claims. *Feinleib* does not provide a broadcast that contains embedded therein unique information that is different and apart from advertising information and non-advertising information or content and that the unique information is divided into two portions within the broadcast. Thus, there will be an inducement portion that is disposed somewhere in the broadcast and, in the non-advertising portion, there will be provided a second portion that will allow access to the advertiser’s location on the web. Further, and a somewhat important distinction, this second portion is disposed proximate in time to the advertising content of the program. As such, Applicants believe that these distinctions are sufficient to illustrate that *Feinleib*, taken singularly or in combination with *Blackketter*, do not anticipate or obviate Applicants’ present inventive concept, as set forth in independent Claim 1 and, therefore, this will also relate to the remaining claims. Therefore, Applicants respectfully request withdrawal of the 35 U.S.C. § 102 and 103 rejections with respect to the claims as currently presented.

Applicants have now made an earnest attempt in order to place this case in condition for allowance. For the reasons stated above, Applicants respectfully request full allowance of the claims as amended. Please charge any additional fees or deficiencies in fees or credit any overpayment to Deposit Account No. 20-0780/PHLY-24,739 of HOWISON & ARNOTT, L.L.P.

Respectfully submitted,
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